

FEDERAL COMMUNICATIONS COMMISSION

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DA NO. 16-1232 CC DOCKET NO. 02-6

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MATTER OF: WESLEYAN ACADEMY, PETITIONER

USAC FUNDING COMMITMENT ADJUSTMENT REPORT FOR FORM 471,

FOR FUNDING YEAR 2013

Applicant Name: Wesleyan Academy  
Form 471 Application Number(s): 895296  
Billed Entity Number: 200703  
FCC Registration Number:0018177600  
SPIN:143034452  
Funding Year:2013  
Funding Request Number(s): 2433563

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PETITION FOR RECONSIDERATION - APPENDIX OF EXHIBITS

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**NINOSHKA GONZÁLEZ**

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Federal Communications Commission  
Washington, D.C. 20554

EXHIBIT

1

## Memo

**To:** Ineabelle Robles, for  
Wesleyan Academy

**From:** Ryan B. Palmer, Chief  
Telecommunications Access Policy Division  
Wireline Competition Bureau  
Federal Communications Commission

**Date:** November 1, 2016

**Re:** DA No. 16-1232, released October 28, 2016

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Please find accompanying this memo the Bureau's decision on your appeal. The accompanying decision may be referenced in the future by its proceeding number and release date: DA No. 16-1232, Released October 28, 2016.

If the Bureau has granted your appeal, please contact the Universal Service Administrative Company (USAC) at 1-888-203-8100 for more information regarding your application. Please submit any information to USAC that the order may require. Once USAC has reviewed your application related to the issues resolved in the attached letter, you will receive a revised funding commitment decision letter.

If the Bureau has denied your appeal and you choose to seek consideration of the Bureau's decision, you must file either a petition for reconsideration by the Bureau or an application for review by the full Commission with the Commission within 30 days from the released date of this decision. You may file your petition for reconsideration or application for review using the Internet by accessing the Commission's electronic comment filing system (ECFS) at <http://fjallfoss.fcc.gov/ecfs2/>. Please be sure to reference CC Docket No. 02-6 on your filing.



Schools and Libraries Program

## Notification of Commitment Adjustment Letter

Funding Year 2013: July 1, 2013 - June 30, 2014

May 09, 2016

INEABELLE ROBLES

Wesleyan Academy

Carretera 838 Km 1.6 Camino Alejandrino

Guaynabo, PR 00969

Re: Form 471 Application Number: 895296  
Funding Year: 2013  
Applicant's Form Identifier: wesleyan ints  
Billed Entity Number: 200703  
FCC Registration Number: 0018177600  
SPIN: 143034452  
Service Provider Name: Telnet Telecommunications  
Service Provider Contact Person: Miguel Mendez

Our routine review of Schools and Libraries Program (SLP) funding commitments has revealed certain applications where funds were committed in violation of SLP rules.

In order to be sure that no funds are used in violation of SLP rules, the Universal Service Administrative Company (USAC) must now adjust your overall funding commitment. The purpose of this letter is to make the required adjustments to your funding commitment, and to give you an opportunity to appeal this decision. USAC has determined the applicant is responsible for all or some of the violations. Therefore, the applicant is responsible to repay all or some of the funds disbursed in error (if any).

This is NOT a bill. If recovery of disbursed funds is required, the next step in the recovery process is for USAC to issue you a Demand Payment Letter. The balance of the debt will be due within 30 days of that letter. Failure to pay the debt within 30 days from the date of the Demand Payment Letter could result in interest, late payment fees, administrative charges and implementation of the "Red Light Rule." The FCC's Red Light Rule requires USAC to dismiss pending FCC Form 471 applications if the entity responsible for paying the outstanding debt has not paid the debt, or otherwise made satisfactory arrangements to pay the debt within 30 days of the notice provided by USAC. For more information on the Red Light Rule, please see <https://www.fcc.gov/encyclopedia/red-light-frequently-asked-questions>.

TO APPEAL THIS DECISION:

If you wish to appeal the Commitment Adjustment Decision indicated in this letter to USAC, your appeal must be received or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and email address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify the date of the Notification of Commitment Adjustment Letter and the Funding Request Number(s) (FRNs) you are appealing. Your letter of appeal must include the
  - Billed Entity Name,
  - Form 471 Application Number,
  - Billed Entity Number, and
  - FCC Registration Number (FCC RN) from the top of your letter.
3. When explaining your appeal, copy the language or text from the Notification of Commitment Adjustment Letter that is the subject of your appeal to allow USAC to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep a copy of your entire appeal including any correspondence and documentation.
4. If you are an applicant, please provide a copy of your appeal to the service provider(s) affected by USAC's decision. If you are a service provider, please provide a copy of your appeal to the applicant(s) affected by USAC's decision.
5. Provide an authorized signature on your letter of appeal.

We strongly recommend that you use one of the electronic filing options. To submit your appeal to USAC by email, email your appeal to [appeals@sl.universalservice.org](mailto:appeals@sl.universalservice.org) or submit your appeal electronically by using the "Submit a Question" feature on the USAC website. USAC will automatically reply to incoming emails to confirm receipt.

To submit your appeal to us by fax, fax your appeal to (973) 599-6542.

To submit your appeal to us on paper, send your appeal to:

Letter of Appeal  
Schools and Libraries Program - Correspondence Unit  
30 Lanidex Plaza West  
PO Box 685  
Parsippany, NJ 07054-0685

For more information on submitting an appeal to USAC, see "Appeals" in the "Schools and Libraries" section of the USAC website.

## FUNDING COMMITMENT ADJUSTMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Adjustment Report (Report) for the Form 471 application cited above. The enclosed Report includes the Funding Request Number(s) from your application for which adjustments are necessary. See the "Guide to USAC Letters" posted at <http://www.usac.org/sl/tools/samples.aspx> for more information on each of the fields in the Report. USAC is also sending this information to your service provider(s) for informational purposes. If USAC has determined the service provider is also responsible for any rule violation on the FRN(s), a separate letter will be sent to the service provider detailing the necessary service provider action.

Note that if the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount. Review the Funding Commitment Adjustment Explanation in the attached Report for an explanation of the reduction to the commitment(s). Please ensure that any invoices that you or your service provider(s) submits to USAC are consistent with SLP rules as indicated in the Funding Commitment Adjustment Explanation. If the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the disbursed funds. The Report explains the exact amount (if any) the applicant is responsible for repaying.

Schools and Libraries Program  
Universal Services Administrative Company

cc: Miguel Mendez  
Telnet Telecommunications

Funding Commitment Adjustment Report for  
Form 471 Application Number: 895296

Funding Request Number: 2433563  
Services Ordered: INTERNET ACCESS  
SPIN: 143034452  
Service Provider Name: Telnet Telecommunications  
Contract Number: WESLEYAN ACADEMY2013  
Billing Account Number: 123  
Site Identifier: 200703  
Original Funding Commitment: \$25,830.00  
Commitment Adjustment Amount: \$25,830.00  
Adjusted Funding Commitment: \$0.00  
Funds Disbursed to Date: \$25,830.00  
Funds to be Recovered from Applicant: \$25,830.00  
Funding Commitment Adjustment Explanation:

During application review, it has been determined that this funding commitment must be rescinded in full. The applicant selected a service provider prior to the expiration of 28-day posting period. FCC rules require that, except under limited circumstances, all FCC Forms 470 received be posted on the USAC web site for 28 days, and that applicants carefully consider all bids received before selecting a service provider, entering into an agreement or signing a contract, and signing and submitting a FCC Form 471. In the FCC Form 470 Receipt Notification Letter, USAC notified the applicant that the earliest date upon which they could sign a contract or enter into an agreement Allowable Contract Date was 3/20/12. Based on vendor evaluation matrix provided, the service provider was selected on 3/14/12, which is prior to the required 28-day posting period. Therefore, the commitment has been rescinded in full and USAC will seek recovery of any improperly disbursed funds from the applicant.



Universal Service Administrative Company  
Schools & Libraries Division

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**Administrator's Decision on Appeal – Funding Year 2013-2014**

September 19, 2016

Ineabelle Robles  
Wesleyan Academy  
Carretera 838 Km 1.6 Camino Alejandrino  
Guaynabo, PR 00969

Re: Applicant Name: Wesleyan Academy  
Billed Entity Number: 200703  
Form 471 Application Number: 895296  
Funding Request Number(s): 2433563  
Decision Letter Date: May 09, 2016  
Date Appeal Postmarked: August 11, 2016  
Your Correspondence Dated: August 11, 2016

Our records show that your appeal was postmarked more than 60 days after the date your Notification of Commitment Adjustment Letter was issued, as shown above. Federal Communications Commission (FCC) rules require applicants to postmark appeals within 60 days of the date on the decision letter being appealed. FCC rules do not permit the Universal Service Administrative Company (USAC) to consider your appeal.

If you believe there is a basis for further examination of your application, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be postmarked within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found under the Reference Area/"Appeals" of the SLD section of the USAC website or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

Schools and Libraries Division  
Universal Service Administrative Company



## FEDERAL COMMUNICATIONS COMMISSION

DA NO. 16-1120

CC DOCKET NO. 02-6

28 U.S.C.A. § 1746 AFFIDAVIT IN SUPPORT OF MOTION TO RECONSIDER

Affiant Rev. Fernando J. Vázquez, being duly sworn, deposes and states:

1. My name is Fernando J. Vázquez, I have personal knowledge of the facts stated in this Affidavit and those facts are, to my knowledge, true and correct. I make this Affidavit in support of the Motion to reconsider proceeding number DA NO. 16-1120 CC DOCKET NO. 02-6.
2. I am Headmaster for Wesleyan Academy, organization that appears as applicant and petitioner before the Federal Communications aforementioned proceedings.
3. Appearing as counsel on behalf of Wesleyan Academy is Husmail Figueroa Ríos, an attorney duly licensed to practice in the Commonwealth of Puerto Rico, and a member in good standing of the Bar of said Court.
4. Wesleyan Academy has provided the aforementioned legal counsel with several documents, with the intent that they be used in support in the instant Motion to Reconsider, namely, its 2015-16 MASTER CALENDAR.
5. That said calendar, as is customary for most educational institutions within the Puerto Rico jurisdiction, operates under a school year typically running from August to May.
6. Accordingly, on or around May 9th, 2016, Wesleyan Academy was winding down most of its routinely educational and administrative functions, as its students were entering the last days of formal instruction, and commencing the period of final examinations. Within this timeframe elementary school was already virtually closed, while High School still was performing some educational and administrative processes.
7. That Mrs. Ineabelle Robles was assigned to a role of development of public relations within the Academy for the August, 2015 to May, 2016 school year, and had also accordingly done so for about the three (3) last years.
8. That during May, 2016 Wesleyan Academy coincidentally underwent a personnel reorganization, whereby Mrs. Robles' public relations position was obliterated.

9. Consequently Mrs. Robles was assigned to the Admissions Clerk role, and that said role entailed that she move to a new and different physical location. While packing may have started on around May, 2016, the complete move was not effectuated until June and July, 2016. Around such timeframe, Mrs. Robles went on vacation, as well.

10. That during and throughout May, 2016, Wesleyan Academy engaged in construction, refurbishing and remodeling efforts of its facilities, namely the new office space to be occupied by Mrs. Robles in her newly assigned role for the 2016 - 2017 school year.

11. That during and throughout May, 2016, Mrs. Robles' belongings and equipment were packed and stored as a consequence of the aforementioned construction, refurbishing and remodeling efforts.

12. As is required by her terms of employment, Mrs. Robles completed her duties for the 2015 - 2016 school year during the month of July, 2016, and did not return to Wesleyan Academy's premises until the start of the 2016 - 2017 school year, or in August, 2016.

In San Juan, Puerto Rico, on this date, October 31, 2016

  
Rev. Fernando J. Vázquez

AFFIDÁVIT NÚM.

53

Sworn to and subscribed before me by Rev. Fernando J. Vázquez, whom I know personally.

In San Juan, Puerto Rico, on this date, October 31<sup>st</sup>, 2016

  
LICDA. NINOSHKA GONZÁLEZ, Attorney at Law

Commonwealth of Puerto Rico  
Attorney Registry RUA 20000  
2000 Carr. 8177 PMB 484 Suite 26  
Guaynabo, Puerto Rico 00966  
Tel. (787) 460-3002  
ninoshkagonzalez@hotmail.com

16-A1658545



RECIBO DE PAGO

Sello

MAXIMA  
DEFENSORA  
PUERTO  
RICO

Dña. Ninoshka González

FEDERAL COMMUNICATIONS COMMISSION  
DA NO. 16-1120  
CC DOCKET NO. 02-6

28 U.S.C.A. § 1746 AFFIDAVIT  
IN SUPPORT OF PETITION TO RECONSIDER  
PURSUANT TO 47 C.F.R. § 1.106

EXHIBIT  
5

Affiant Mrs. Inebelle Robles, being duly sworn, deposes and states:

1. My name is Inebelle Robles, I have personal knowledge of the facts stated in this Affidavit and those facts are, to my knowledge, true and correct. I make this Affidavit in support of the PETITION TO RECONSIDER proceeding number DA NO. 16-1120 CC DOCKET NO. 02-6.
2. I am Admissions Clerk for Wesleyan Academy, organization that appears as applicant and petitioner before the Federal Communications aforementioned proceedings.
3. Appearing as counsel on behalf of Wesleyan Academy is Husmail Figueroa Ríos, an attorney duly licensed to practice in the Commonwealth of Puerto Rico, and a member in good standing of the Bar of said Court.
4. Wesleyan Academy has provided the aforementioned legal counsel with several documents, with the intent that they be used in support in the instant Motion to Reconsider, namely, its 2015-16 MASTER CALENDAR, all documents filed with USAC regarding the instant proceeding, all contracts entered into by Wesleyan Academy and its Information Technology providers for all times relevant to the instant proceeding, the Vendor Evaluation Matrix related to the instant proceeding, among others.
5. The AFOREMENTIONED 2015-16 MASTER CALENDAR, as is customary for most educational institutions within the Puerto Rico jurisdiction, operates under a school year typically running from August to May.
6. Accordingly, on or around May 9<sup>th</sup>, 2016, Wesleyan Academy was winding down most of its routinely educational and administrative functions, as its students were entering the last days of formal instruction, and commencing the period of final examinations.
7. I, Mrs. Inebelle Robles had been assigned to a role of development of public relations within the Academy for the August, 2015 to May, 2016 school year.



8. During May, 2016 Wesleyan Academy coincidentally underwent a personnel reorganization, whereby my prior role as a public relations practitioner was obliterated.
9. Consequently, I was reassigned to the Admissions Clerk role, and said role entailed that I move to a new and different physical location.
10. During and throughout May, 2016, Wesleyan Academy engaged in construction, refurbishing and remodeling efforts of its facilities, namely the new office space to be occupied by me in my newly assigned role for the 2016 - 2017 school year.
11. During and throughout May, 2016, my belongings and equipment were packed and stored as a consequence of the aforementioned construction, refurbishing and remodeling efforts.
12. As is required by my terms of employment, I completed my duties for the 2015 - 2016 school year during the month of May, 2006, and did not return to Wesleyan Academy's premises until the start of the 2016 - 2017 school year, or in August, 2016.
13. Notwithstanding the alteration of my responsibilities during the transitional period of May, 2016, and inadvertently for Wesleyan Academy, I continued to be the sole designated point of contact for all communications, events and transactions executed between USAC and Wesleyan Academy.
14. The method of communication employed by USAC to transact business with Wesleyan Academy during said time period was solely through regular US Postal Service.
15. On or around May 9<sup>th</sup>, 2016, USAC served Wesleyan Academy with notice of a document entitled "*Funding Commitment Adjustment Report for Form 471 - Application Number: 871807.*"
16. Said document advised Wesleyan Academy, *inter alia*, that USAC had detected in the referenced application several instances of errors, namely:
  - (1). That Wesleyan Academy selected a service provider prior to the expiration of 28-day posting period;
  - (2). That Wesleyan Academy did not have a contract in place at the time of submission of the FCC Form 471;
  - (3). That any contracts entered into and disclosed by Wesleyan Academy as part of the application process, did not meet the requirements of Puerto Rico state procurement laws.
17. I respectfully submit to the consideration of this Honorable Commission that, notwithstanding the above, the errors noted

above were not committed by Wesleyan Academy, and that quite contrarily:

- (1). Wesleyan Academy selected a service provider right at the onset of the expiration of 28-day posting period, or right at the earliest date it was allowed to execute said contract;
- (2). Wesleyan Academy did in fact have a contract in place at the time of submission of the FCC Form 471;
- (3). Any contracts entered into and disclosed by Wesleyan Academy as part of the application process, did in fact meet and were fully compliant with the requirements of Puerto Rico state procurement laws.

18. Simultaneously, and while all of the above transpired towards the end of the school year during May, 2016, and as part of its ministerial Audit functions, USAC had been intermittently requesting documentation from Wesleyan Academy in regards to the telecommunication services provider here at issue, Telnet Wireless Broadband, Inc.

19. Eventually, and now with the benefit of hindsight, we have been able to ascertain that USAC's confusion in evaluating Wesleyan Academy's supporting documents as noted in the "*Funding Commitment Adjustment Report for Form 471 - Application Number: 871807*" communication, was undoubtedly triggered by the overlapping and persistent production of documents requests served by USAC upon Wesleyan Academy, on the one hand in support of transactions regarding FCC Form 471, while on the other and concurrently, in support of the Audit examination of Telnet Wireless Broadband, Inc.

20. Notwithstanding the fact that the aforementioned USAC communication was indeed delivered to Wesleyan Academy on or around May, 15<sup>th</sup>, 2016, the same was inadvertently filed and stored with the rest of my office belongings to await my return to my duties at the start of the school year in August, 2016.

21. Almost immediately upon my return to Wesleyan Academy on August, 2016, and upon first becoming aware of the existence of the "*Funding Commitment Adjustment Report for Form 471 - Application Number: 871807*" communication, I diligently consulted and put USAC on notice of all of the above relevant facts, and proactively engaged Wesleyan Academy in what has become the instant appeal process and PETITION FOR RECONSIDERATION.

22. All of the above notwithstanding, and despite the cogent points submitted herewithin, and the overwhelming presence of good-faith on our part and mitigating factors as set forth above, and regardless of all of our most diligent best efforts to bring the present issue to rest, to no fault of our own or to that of Wesleyan Academy's, USAC has been estopped, both by law and by



regulation, from considering our arguments as laid out and articulated above.

In San Juan, Puerto Rico, on this date, October 30<sup>th</sup>, 2016

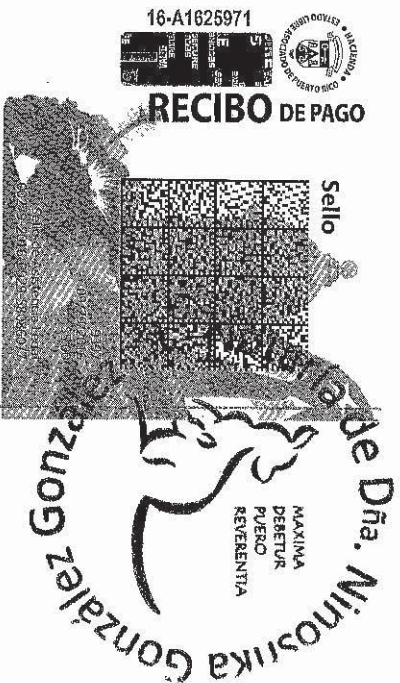
Inebelle Robles  
Mrs. Inebelle Robles

AFFIDÁVIT NÚM. 51

Sworn to and subscribed before me by Mrs. Inebelle Robles, whom I know personally.

In San Juan, Puerto Rico, on this date, October 30<sup>th</sup>, 2016

Ninoshka González  
NINOSHKA GONZÁLEZ, ATTORNEY AT LAW  
Commonwealth of Puerto Rico  
Attorney Registry RUA 20000  
2000 Carr. 8177 PMB 484 Suite 26  
Guaynabo, Puerto Rico 00966  
Tel. (787) 460-3002  
ninoshkagonzalez@hotmail.com



FEDERAL COMMUNICATIONS COMMISSION

DA NO. 16-1120

CC DOCKET NO. 02-6

**EXHIBIT**  
**6**

28 U.S.C.A. § 1746 AFFIDAVIT  
IN SUPPORT OF PETITION TO RECONSIDER  
PURSUANT TO 47 C.F.R. § 1.106

Affiant Mr. Miguel Méndez, being duly sworn, deposes and states:

1. My name is Miguel Méndez, I have personal knowledge of the facts stated in this Affidavit and those facts are, to my knowledge, true and correct. I make this Affidavit in support of the PETITION TO RECONSIDER proceeding number DA NO. 16-1120 CC DOCKET NO. 02-6.
2. I am an authorized corporate representative for Telnet Telecommunications Corp. (**TELNET**), organization that appeared as service provider and party of interest in the underlying proceeding USAC, and which is now before the Federal Communications Commission PETITION TO RECONSIDER aforementioned proceedings.
3. On March 5<sup>th</sup>, 2012, TELNET submitted a formal quote to the attention of Wesleyan Academy under and within the scope of a contract for Internet Access, Internal Connections and Basic Maintenance services under the Universal Services Support Mechanism under E-rate funds.
4. There were no further communications - whether formal, informal, or of any other kind - between Telnet and Wesleyan Academy between said date of March 5<sup>th</sup>, 2012, and March 20<sup>th</sup>, 2012.
5. On March 20<sup>th</sup>, 2012, I was first personally notified that Wesleyan Academy had tendered to Telnet's attention their acceptance of our offer as per the aforementioned quote of March 5<sup>th</sup>, 2012.
6. On the same date of March 20<sup>th</sup>, 2012, representatives of both Wesleyan Academy and Telnet met to execute and formalize a CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE YEAR 2012-2013, reflecting the terms and understandings cloaked by the aforementioned offer and acceptance. In support of said contract, Telnet issued a supplemental quote, to cover the clarification of other ancillary times which had not been adequately and sufficiently articulated between the parties.
7. To the best of my recollection, my point of contact at Wesleyan Academy for all matters regarding e-Rate contracting, Mrs. Inebelle Robles, went on her academic and administrative summer


break for June and July, 2012, leaving as my alternate point of contact Mr. José Jiménez.

8. Subsequently, on July 24<sup>th</sup>, 2012, both Wesleyan Academy – through Mr. José Jiménez – and Telnet – through myself, executed a Business Service Agreement, which was, *inter alia*, a contract of services outside, and not within the scope of the e-Rate program, and which was not covered by the earlier contract executed between the parties on March 20<sup>th</sup>, 2012.

9. Accordingly, and subject to all of the above, I attest and proffer that to the best of my knowledge and belief in regards to the contract executed between Wesleyan Academy and Telnet on March 20<sup>th</sup>, 2012 under the auspices of the e-Rate program:

- (1). That on March 20<sup>th</sup>, 2012, Wesleyan Academy properly selected a service provider within and at the expiration of 28-day posting period;
- (2). That on March 20<sup>th</sup>, 2012, Wesleyan Academy properly had a contract in place at the time of submission of the FCC Form 471;
- (3). That on March 20<sup>th</sup>, 2012, any contracts entered into with Telnet and disclosed by Wesleyan Academy as part of the e-Rate application process, properly and fully met the requirements of Puerto Rico state procurement laws.

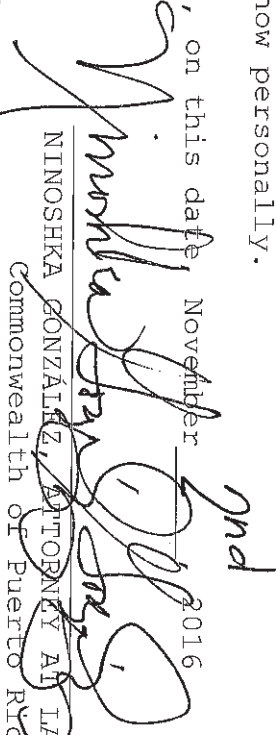
In San Juan, Puerto Rico, on this date, November 2<sup>nd</sup>, 2016

  
Mr. Miguel Méndez

AFFIDÁVIT NÚM. 54

Sworn to and subscribed before me by Mrs. Miguel Méndez, whom I know personally.

In San Juan, Puerto Rico, on this date, November 2<sup>nd</sup>, 2016

  
NINOSHKA GONZÁLEZ, ATTORNEY AT LAW  
Commonwealth of Puerto Rico  
Attorney Registry RUA 20000  
2000 Carr. 8177 PMB 484 Suite 26  
Guaynabo, Puerto Rico 00966  
Tel. (787) 460-3002  
ninoshkagonzalez@hotmail.com

16-B1206710

RECIBO DE PAGO



Sello

MAXIMA  
DEFUDR  
PUERTO  
RICO  
REFERENCIA



## TELNET TELECOMMUNICATIONS

Our Quote No.	864
Date	3/5/2012
Terms	Valid for 30 days

**Quote To:**

WESLEYAN ACADEMY  
PO. BOX 1489 Guaynabo, P.R. 00970-1489.

**Deliver To:**

Camino Alejandrino Road (838) Km 1.8, Guaynabo, P.R.  
00969.

Description	Qty	Each	IVU	Total
200703 WESLEYAN ACADEMY, 10Mbps/10Mbps Dedicated Business Internet & WAN Service MRC.	12	3,450.00	0.00	41,400.00
SLD Approved Erate <del>60</del> 0% Funds Discount.	1	-60.00%	0.00	-24,840.00
Installation and Configuration Charge.	1	1,650.00	0.00	1,650.00
SLD Approved Erate <del>60</del> 0% Funds Discount.	1	-60.00%	0.00	-990.00
Customer will pay \$1,435.00 Monthly _____.				

**Customer Message**

Discount based on form 471 from Schools and Libraries Division, if any changes exist, adjustments will be made. This quote is for FY 2012.

**Subtotal:**

\$17,220.00

**IVU:**

\$0.00

**Total:**\$17,220.00

## TELNET TELECOMMUNICATIONS

Urb. Crown Hills  
138 Ave. Winston Churchill  
PMB 512  
San Juan PR 00926-6013.

**Tel/ Fax:** 787-705-8948/ 787-705-8981  
**Email:** SERVICE@TELNETPR.COM  
**Website:** WWW.TELNETPR.COM  
**IVU:** IVU

To accept this document, sign here and return to fax 787-705-8981, \_\_\_\_\_.

## E-Rate Bid Assessment Worksheet

Funding Year 2012 Page 1 of 1Project or Service  
Description

Wesleyan Academy Internet Access

## Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	DRE/F005		TelNET		Proicient Telnet		N/A	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Prices/Charges	40	40	25	40	40	40	20		
Understanding of Needs	20	20	20	20	20	20	5		
Prior Experience	20	20	20	20	15	20	5		
Personnel Qualifications	10	10	8	10	8	10	0		
Financial Stability	10	10	8	10	8	10	5		
Other (describe)									
Other (describe)		100	81	100	91	100	35		
Overall Ranking	100%		81		91		35		

Vendor Selected: TelNET  
 Approved By: Frederick Peters  
 Title: Deputy Director of IT  
 Date: 3/14/12

Bid Assessment Comments, if needed:

Proicient telecom is not  
 located in Puerto Rico. We need  
 local service provider

Notes:

\* Percentage weights must add up to 100%. Price must be weighted the heaviest.

\*\* Evaluated on a scale of 1 to 6: 1=worst, 5=best.

\*\*\* Weight x Raw Score

Wesleyan Academy

Board Meeting

EXHIBIT  
9

3-20-12    8:00am    Wesleyan Conference Room

Attendance

	Name	Signature
1	Jimenez, Emily	
2	Jimenez, Jose	
3	Kuhles, Michelle	



## *WESLEYAN ACADEMY*

II Timothy 2:15

March 20, 2012

Miguel Mendez / MBA G.M.  
TelNet Telecommunications Corp.  
Carr. Alejandrino Km 1.3 Suite 101  
Guaynabo P.R. 00970  
[Phone] 787.705.8948 [Fax] 787.708-6878 [Cel. 787. 239-1383  
Email: [mmendez@telnetpr.com](mailto:mmendez@telnetpr.com)  
Web: [www.telnetpr.com](http://www.telnetpr.com)

Dear Mr. Mendez,

Wesleyan Academy evaluated your proposal for the provision of Internet Access, Internal Connections and Basic Maintenance services under the Universal Services Support Mechanism under E-rate funds. We endorse your proposal for funding year 2012-2013, and agree on the terms and conditions presented.

Should Federal Funding approve your bid, they will cover only 80% of the total cost and the school can only contribute the other 20%.

Mr. Jose Jimenez, our Technology Coordinator, will be the main contact to manage all details pertaining to this matter. You may reach him via email at [jose.jimenez@wesleyanacademy.org](mailto:jose.jimenez@wesleyanacademy.org).

We look forward to working with you in this project. Please advise us on next steps.

Ineabelle Robles

Development and Public Relations Coordinator



Accredited by the Middle States Association and by ACCREDITED Association of Christian Schools International



**CONTRACT FOR SERVICES AND/OR PRODUCTS  
FOR E-RATE YEAR 2012-2013**

The (Wesleyan Academy) ("The School") and (Telnet Telecommunications) ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment A described as Telnet Quote and attachment B described as list of locations to this letter as part of the E-Rate Year 2012-2013 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2012 and shall terminate on June 30, 2013 for recurring services or on September 30, 2012 for non-recurring services. Total costs of the goods and services shall not exceed \$ 43,050.00 . (SLD Pre-Discounted Amount).

Service Provider: **Telnet Telecommunications**

**Applicant Name:** Wesleyan Academy

SPIN: 143034452

Billed Entity Number: 200703

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Miguel Mendez \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: President \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

3/20/2012

Date: \_\_\_\_\_

3/28/2012

Entity Number: 200703		Applicant's Form Identifier: wesleyan 2012	
Contact Person: Ineabelle Robles		Contact Phone Number:	
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		Block 5, page 1 of 1 FRN 2379371 (to be assigned by administrator)	
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:			
11 Category of Service (only ONE category should be checked)		23 Calculations	
PRIORITY 1 <input type="checkbox"/> Telecommunications Service PRIORITY 2 <input type="checkbox"/> Internal Connections Other than Basic Maintenance <input checked="" type="checkbox"/> Internet Access <input type="checkbox"/> Basic Maintenance of Internal Connections		A. Monthly charges (total amount per month for service) \$3,450.00	
12 Form 470 Application Number 326580001030028		B. How much of the amount in A is ineligible? \$0.00	
13 SPIN - Service Provider Identification Number 143034452		C. Eligible monthly pre-discount amount (A minus B) \$3,450.00	
14 Service Provider Name Telnet Telecommunications		D. Number of months service provided in funding year 12	
15a <input type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.		E. Annual pre-discount amount for eligible recurring charges (C x D) \$41,400.00	
15b Contract Number WESLEYAN ACADEMY 03202012		F. Annual non-recurring charges \$1,650.00	
15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider).		G. How much of the amount in F is ineligible? \$0.00	
15d <input type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:		H. Annual eligible pre-discount amount for non-recurring charges (F minus G) \$1,650.00	
16a Billing Account Number (e.g., billed telephone number) 864		I. Total funding year pre-discount amount (E + H) \$43,050.00	
16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.		J. Discount from Block 4 Worksheet 50.00	
17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 03/20/2012 ✓		K. Funding Commitment Request (I x J) \$21,525.00	
18 Contract Award Date (mm/dd/yyyy) 03/20/2012 ✓		Total Charges	
19 Service Start Date (mm/dd/yyyy) 07/01/2012			
20a Service End Date (mm/dd/yyyy)			
Contract Expiration Date 20b (mm/dd/yyyy) 06/30/2013 ✓			
21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided. 864			
22 Entity/Entities Receiving This Service:		a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: 200703 b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):	

## TELNET TELECOMMUNICATIONS

Our Quote No.	876
Date	3/20/2012
Terms	Valid for 30 days



## Quote To:

WESLEYAN ACADEMY  
PO. BOX 1489 Guaynabo, P.R. 00970-1489.

## Deliver To:

Camino Alejandrino Road (838) Km 1.8, Guaynabo, P.R.  
00969.

Description	Qty	Each	IVU	Total
INTERNAL CONNECTIONS: CAT 6 HORIZONTAL CABLING (DROPS).	200	320.00	0.00	64,000.00
"PATCH-PANEL, SPEED CHAN, C6,48 PORTS"	7	275.00	0.00	1,925.00
Cisco Business 300 L3 Series Managed POE Switch	10	1,650.00	0.00	16,500.00
CAT 6 PATCH CORD 6".	200	5.50	0.00	1,100.00
FACE PLATE,WALL,FLUSH,1-G,2PORT,OW"	200	2.25	0.00	450.00
JACK,CAT6,SPEEDCHAN,8POS,	200	5.50	0.00	1,100.00
NEXT FRAME Horizontal Cable Management.	3	175.00	0.00	525.00
PREMISETRAK® (PT1) Single-Channel,Non-Metallic Raceway with Adhesive, Non-Latching,7', Office White.	200	15.50	0.00	3,100.00
WALL MOUNT VENTILATED RACK CABINET24X24X12 6U.	7	695.00	0.00	4,865.00
Cisco Aironet 1142N Access Point	4	999.95	0.00	3,999.80
HUBBELL 19" Equipment Rack with 3.25" wide 'C' Channels, Seven-foot cable management rack with 3.25" wide vertical cable management organizers.	1	1,550.00	0.00	1,550.00
UPS 1500VA 900 watts Battery Backup.	7	395.00	0.00	2,765.00
SLD Approved Erate 60% Funds Discount.	1	-61,127.88	0.00	-61,127.88

Description	Qty	Each	IVU	Total

**Customer Message**

Discount based on form 471 from Schools and Libraries Division, if any changes exist, necessary adjustments will be made. This quote is for FY 2012.

**Subtotal:** \$40,751.92

**IVU:** \$0.00

**Total:** **\$40,751.92**

**TELNET TELECOMMUNICATIONS**

Urb. Crown Hills  
138 Ave. Winston Churchill  
PMB 512  
San Juan PR 00926-6013.

**Tel/ Fax:** 787-705-8948/ 787-705-8981  
**Email:** SERVICE@TELNETPR.COM  
**Website:** WWW.TELNETPR.COM  
**IVU:** IVU

To accept this document, sign here and return to fax 787-705-8981, \_\_\_\_\_



## TELNET BUSINESS SERVICE AGREEMENT

This TELNET Business Service Agreement ("Agreement") is made by and between TELNET Wireless Broadband, Inc. ("TELNET"), located at Metro Office Park #18, 1st Building, Suite 305, Guaynabo, PR. and WESLEYAN ACADEMY ("Customer"), located at GUAYNABO. Under the Agreement, TELNET will provide wireless broadband services and other services to Customer. Both parties agree to the following terms and conditions as well as with the additional terms and conditions of service listed in TELNET's website:

## General Terms and Conditions

1. **Services.** TELNET will provide the products and services ("Services") described in TELNET's Service Order, which is incorporated into the Agreement as Attachment A (Service Order).

2. **Term.** The "Initial Term" of this Agreement shall be of 36 months and shall commence on JULY 24, 2012 (the "Commencing Date"). The Agreement will be automatically renewed under original terms for the extended terms ("Extended Term") of 365 days upon the expiration of the Initial Term, unless either party has delivered written notice of its intent to terminate the Agreement at least 60 days prior to the end of the Initial Term. Either party may terminate this Agreement during the Extended Term upon sixty (60) days prior written notice. Term shall mean the Initial Term and the Extended Term. The Customer may cancel the Agreement during the first thirty (30) calendar days after the installation date without incurring any penalty or liquidated damages, by delivering to TELNET such request in writing by fax (787) 273-4145 and email. If the customer renews the contract term or places an upgrade order and chooses to cancel the service, the cancellation fee will be equal to the remaining number of monthly service charges in the Agreement plus any unpaid service charges. The option to cancel within thirty (30) working days after signing the contract does not apply to Renewals and Upgrades.

3. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in Attachment A (Service Order) of this Agreement. Except where expressly stated otherwise, all rates and charges are subject to change and "fixed" rates may be decreased at any time. TELNET may give Customer notice of pricing changes by invoice message or by other reasonable means. All charges are exclusive of applicable Taxes, and TELNET may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges").

4. **Payment and Invoices.** TELNET will invoice Customer once a month for Services (on the 1st of each month), one (1) month in advance. Customer agrees that all PAYMENTS ARE DUE ON THE 1<sup>st</sup> of the calendar month. Payments received AFTER the 25<sup>th</sup> of the month will be assessed a Late Fee of \$25.00. If payment is not received by the close of business day on the 30<sup>th</sup> of the month, TELNET may, without notice, terminate a past due account and, at its sole discretion, charge a reconnection fee per location of \$50 or terminate the Customer account completely. All invoices that include a past due balance are due and payable immediately. If Customer chooses to terminate the Agreement before the end of the Term, it shall pay to TELNET a cancellation fee equal to the remaining number of monthly service charges in the Agreement plus any unpaid service charges. Any invoiced amount not Disputed within 6 months of the invoice date is deemed correct and binding on Customer. Customer is liable for all non-disputed fees and expenses, including attorney's fees, reasonably incurred by TELNET in attempting to collect any charges owed under this Agreement. Customer shall pay TELNET an initial non-recurring installation and set up charge. TELNET's invoices will reflect all applicable installation and Customer Premises Equipment ("CPE") charges and prorated monthly Services charges for such month and the advance monthly Service charges. The installation, set up and equipment charges must be paid by the Customer at the time of installation for installation to commence. TELNET will commence billing for Services upon completion of its installation.

For a new customer setup month, TELNET invoice will reflect all applicable Installation and CPE charges and prorated monthly Services charges for such month and the advance monthly Service charges, however all Installation and Equipment charges must be paid at the time of installation for installation to commence. TELNET will commence billing for Services upon completion of its installation.

5. **Termination.** Either party may terminate this Agreement for Cause (excluding TELNET ILEC or TELNET Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. If interruption of Service is necessary to prevent or protect against fraud or otherwise protect TELNET's personnel, facilities or services, TELNET may do so without notice.

6. **Customer Premises Equipment.** Customer Premises Equipment ("CPE") means any equipment, facilities, and wireless dish temporarily provided by TELNET to Customer to provide the Services under this Agreement. Customer acknowledges that all CPE will at all times remain the property of TELNET. Customer may not sell, transfer, lease, encumber, or assign any or all of the CPE to any third party. Customer is responsible for any damages to TELNET's CPE, after TELNET completes its service installation and set up. Customer bears the risk of loss or damage to rental CPE after installation and while such equipment is located at an installation site and shall pay TELNET the reasonable and customary costs of repair or replacement if loss or damage occurs. All CPE provided by TELNET is provided "as is" without warranties of any kind. Upon termination of the Agreement, TELNET has the right to exercise one or more of the following remedies, in addition to any other remedies TELNET may exercise, in law or equity: (1) recover from Customer all non-disputed amounts due and unpaid, and (2) repossess any CPE for which title has not passed to Customer. Customer must return to TELNET the rented CPE within 5 business days after the expiration or termination of the Agreement. Customer is liable for any loss or damage to CPE resulting from theft, disappearance, fire or any other cause. For each item of CPE not returned, for any reason, within the 15 day period, Customer will be deemed to have purchased such CPE and shall pay TELNET the replacement cost, plus any additional costs incurred by TELNET in replacing the CPE. Should Customer wish to have TELNET remove the CPE, Customer shall request removal by TELNET at which time an additional fee will apply for TELNET to remove equipment.

7. **Force Majeure.** IN NO EVENT SHALL TELNET OR ITS OFFICERS OR THIRD PARTY CONTRACTED PROVIDERS (COLLECTIVELY, "PROVIDER") BE LIABLE TO CUSTOMER FOR ANY DELAYS IN THE PERFORMANCE OF SERVICES HEREUNDER OR FOR ANY FAILURE TO PERFORM HEREUNDER IF SUCH DELAYS OR FAILURES ARE DUE TO STRIKES, INCLEMENT WEATHER, ACTS OF GOD, OR OTHER CAUSES BEYOND PROVIDERS REASONABLE CONTROL. PROVIDER WILL NOT BE RESPONSIBLE FOR PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHERE DELAYED OR HINDERED DUE TO WAR, RIOTS, EMBARGOS, STRIKES, OR OTHER ACTS OF ITS VENDORS AND SUPPLIERS, CONCEALED ACTS OF WORKMEN (WHETHER OF PROVIDER OR OTHERS), OR ACCIDENTS. SHOULD SUCH OCCURRENCE CONTINUE FOR MORE THAN 30 DAYS, PROVIDER OR CUSTOMER MAY CANCEL SERVICE FOR THE AFFECTED SERVICES AND/OR PRODUCTS WITH NO FURTHER LIABILITY.

**Indemnification.** Customer agrees to defend, indemnify and hold harmless TELNET, its officers, directors, employees, agents and licensees, from any claims and expenses, including reasonable attorney's fees, arising out of or relating to Customer's use of TELNET service. In the event that the Customer is in breach of the Agreement,

138 AVE. WINSTON CHURCHILL PMB 512 SJ 00926. Tel 787.705.8948, fax 787.708.6878, SERVICE@TELNETPR.COM



Customer agrees to pay all collection costs, court costs and any other applicable attorney fees incurred in order to collect any unpaid outstanding balance on Customer's account and/or breach of Agreement by Customer.

**Acceptable Use Policy.** Use of TELNET's Services and related equipment and facilities must comply with the then-current version of the TELNET Acceptable Use Policy ("Policy") and also with the additional terms and conditions of service ("Additional Terms") as they appear in [www.TELNETpr.com](http://www.TELNETpr.com), and which are hereby incorporated into the Agreement by reference. TELNET reserves the right to suspend or terminate the Services effective upon notice for a violation of the Policy or Additional Terms. Customer shall abide by the Policy and the Additional Terms. TELNET may update or edit its Policy without prior notification to Customer by making a revised version available at [www.TELNETpr.com](http://www.TELNETpr.com). Customer shall refer to this revised Policy on a frequent basis to ensure its usage conforms to the most recent version. Continued use of TELNET Internet Services after the posting of such revised version shall serve as implied acceptance by Customer of any such Policy revision. If Customer does not agree to any Policy revision, Customer shall immediately cease using TELNET's Internet Services, and additionally notify TELNET of the termination of the Agreement. Such termination under this clause will be reviewed by TELNET to determine if a cancellation penalty will be enforced. At TELNET's sole discretion, TELNET may choose to waive such a cancellation penalty without waiving any other rights or clauses of this Agreement.

**10. Rooftop Release.** If part of the CPE is to be mounted on the exterior of a building, Customer hereby certifies that it is the authorized landlord or owner of said property or building and as such hereby approves, permits and consents to the installation, maintenance, and removal of the TELNET CPE and other equipment required to receive the Services on such building. If Customer is not the landlord or owner of the building where part of the CPE needs to be installed, Customer shall submit to TELNET a Rooftop Release Waiver included herein as Attachment A (Service Order), executed by such landlord or owner, providing permission to TELNET to install the necessary CPE on the building to provide Services to Customer. This Agreement will not be considered executed until such Attachment A (Service Order) is satisfactorily completed and executed. It is Customer's responsibility to obtain any and all required approvals or permits to gain landlord's or owner's approval for the placement of the CPE and Dish on the Customer's building or residence.

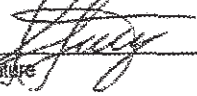
**11. DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TELNET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY TELNET SERVICES, SOFTWARE OR DOCUMENTATION. TELNET SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM OR LEGAL ACTION ARISING OUT OF FAILURE, MALFUNCTION OR DEFECT IN TELNET'S SERVICES OR GOODS, OR ARISING FROM THIS AGREEMENT IN ANY RESPECT, SHALL BE BROUGHT WITHIN A PERIOD OF ONE YEAR FOLLOWING THE OCCURRENCE OF SAID CLAIM OR SAID CLAIM SHALL BE DEEMED WAIVED. TELNET DOES NOT WARRANT THAT ITS SERVICE WILL PERFORM AT A PARTICULAR SPEED, WILL BE UNINTERRUPTED, ERROR FREE, OR COMPLETELY SECURE.

**12. Limitation of Liability and Action.** The total liability of TELNET to Customer in connection with this Agreement is limited to the lesser of (a) direct damages given by Customer; or (b) the amount paid by Customer to TELNET under this Agreement for the 6 month period prior to accrual of the most recent cause of action. This limitation applies for any and all causes of actions and claims, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. This section does not limit any TELNET liability: (a) in tort for its willful or intentional misconduct; or (b) for bodily injury or death proximately caused by TELNET's gross negligence; or (c) loss or damage to real property or tangible personal property proximately caused by TELNET's gross negligence. A party may not bring any action or demand for arbitration arising out of this Agreement more than 2 years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

**13. Assignment.** Customer may assign this Agreement or any of its rights hereunder to an affiliate or successor upon written notice to TELNET. TELNET may assign this Agreement without any restrictions. In the case of any assignment, the assignee shall expressly in writing assume all obligations thereafter arising under this Agreement.

**14. Miscellaneous.** This Agreement shall be governed by and construed under the internal laws of the Commonwealth of Puerto Rico, without application of conflict of law principles. Any action arising out of this Agreement shall be brought exclusively in an appropriate court in Puerto Rico. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the term hereof, the intention of the parties hereto is that the remaining parts of this Agreement shall not be affected thereby. Nothing in this Agreement shall be construed to create a partnership or joint venture between Customer and TELNET or any master/servant, principal/agent, or other relationship other than as Customer and TELNET; nor shall Customer or TELNET in any manner act or indicate to any third party that either Customer or TELNET is acting as agent of the other party hereto. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, including fees for the services of paralegals and similar persons, and all such expenses and costs incurred by the prevailing party through all appellate levels. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, either in law or in equity. Customer must complete TELNET's Customer Information Form, attached herein as Attachment A (Service Order), as a requirement of this Agreement.

Each party to this Agreement hereby certifies that he is an authorized officer or representative of its respective signing party, that he has read and fully understands all the applicable terms and conditions of the Agreement, and that he agrees to abide by all such terms.

X  
Signature 

JOSE JIMENEZ  
Name

Date

Signature 

MIGUEL MENDEZ  
Name

7-24-2012  
Date

**EXHIBIT****14**

# July 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTE: This calendar is subject to change as approved by the Headmaster.			1 August tuition due	2	3	4 HOLIDAY: Independence Day
5	6	7	8	9	10	11
12	13	14	15 Last day to pay tuition without late fees	16	17 Eagle Store open 7:00am-4:00pm (No IVU)	18
19	20	21	22	23	24	25 HOLIDAY: Constitución de PR
26	27 José Celso Barbosa (not a holiday)	28 All office staff returns; New teacher orientation begins	29 New Teacher Orientation	30 New Teacher Orientation	31 New Teacher Orientation	







# August 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
2 NOTE: This calendar is subject to change as approved by the Headmaster.	3 All faculty returns to work; All employee retreat 8:30-12:00 Business Office hours: 1:00-4:00pm Tuition due <b>Parent Orientation</b> 6:30 7th grade with Guidance Dept.	4 Eagle store re-opens 7am-4pm; <b>1-3pm New Student Orientation Gr 8-11</b> <b>Parent Orientations:</b> 6:00 8-9th Guidance 6:00 12th Guidance 6:30pm 7th HS Princ 6:45 10-11th Guidance 7:30pm 7-12 General Orientation All Parents	5 <b>7th Gr Student Orientation</b> (Guidance) 8:30-12:30 7.1 A-Z 7.2 A-M <b>Parent Orientation:</b> 6:00pm PPK-K 7:30pm 1-2	6 <b>7th Gr Student Orientation</b> (Guidance) 8:30-12:30 7.2 N-Z 7.3 A-Z <b>Parent Orientation:</b> 6:00pm 3-4 7:30pm 5-6	7 8:30am General Employee Assembly  Deadline for Sept. ACT	8 
9	10 Day 0 <b>SCHOOL BEGINS</b> Grades 1-12; 2pm dismissal gr 1-6; 2:30 dismissal gr 7-12; After School Activities Program (ASAP) reg begins; after school child care begins	11 Day 1 Chapels School begins for PPK-K	12 Day 2 Early Dismissal (ED) ID pictures for new students Grades 1-6, all 7th and 12th and makeups (Registrar's Office)	13 Day 3	14 Day 4 New Student ID pictures gr 8-11 and makeups (Registrar's Office)	15
16	17 Day 5 Last day to pay tuition without late fees Parent Orientation Singapore Math Grades K-5 7:00pm	18 Day 6 Robotics Orientation 7:00pm	19 Day 1 Chapels Elem Choir Tryouts	20 Day 2 Last day to register for After School Activities Program (ASAP)	21 Day 3 ID Pictures for new students grades PK-K, all PPK and makeups. ASAP begins (Registrar's Office)	22
23	24 Day 4 No Bullying Campaign Elem School Pictures	25 Day 5 No Bullying Campaign Elem School Pictures	26 Day 6 Elem Pictures No Bullying Campaign	27 Day 1 Elem School Pictures No Bullying Campaign  Autopista College Fair 9:30-10:30 Grades 11-12	28 Day 2 All School Jean Day w/ WA T-shirt (new students wear PE T-shirt); Elem Pictures; fees due 7th & 12th SWW, K/12 graduation	29
30	31 Day 3 High School Pictures		25		<b>Pending:</b> Science Fair Alumni Chapel	<b>Mural Reveal</b>



# May 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 NOTE: This calendar is subject to change as approved by the Headmaster.	2 Day 5 <b>72/156</b> Summer School registration begins Time Capsule	3 Day 6 <b>73/157</b>	4 Day 1 <b>74/158</b> Chapels	5 Day 0 <b>75/159</b> Wesleyan, God's Talent Student Day: Free Dress Day; Awards Day 7-12; Dismissal 11am; WA Faculty Luncheon; WA staff dismisses at 3pm; Senior last day NO CHILD CARE Deadline June SAT	6 SCHOOL CLOSED: Teacher Appreciation Day; Nat'l Nurses Day  Deadline June ACT	7 JR/SR Banquet Centro Convenciones de San Juan SAT
8	9 Day 2 <b>76/160</b> Book pre-orders (w/ payment by check only) received in Business Office	10 Day 3 <b>77/161</b> 8th gr Catamaran Day	11 Day 4 <b>78/162</b> Athletic Banquet	12 Day 5 <b>79/163</b>	13 Day 6 <b>80/164</b> ASAP Recital Senior grades to registrar; summer camp orientation	14
15 Baccalaureate 3:00pm	16 Day 1 <b>81/165</b> Accounting/CPA Week 9th gr Culebras Trip	17 Day 2 <b>82/166</b> Last day for PPK-6; <b>end of 4th qtr</b> ; elementary awards; <b>free elem dress day</b> and <b>HS jean day</b> ; 6th gr activity: <b>Lib Educ picks up book orders</b> Teachers post all qtr grades in Edline (for principals)	18 HS Finals (1 exam) Checkouts 	19 Checkouts <b>168</b>	20 HS Finals (2 exams) Checkouts 	21 Used Book Sale 8am-12N
22	23 Checkouts HS Finals (2 exams) 	24 Checkouts	25 Checkouts HS Graduation Kinder Graduation	26 Prof Dev Deadline for book pre-orders	27 Prof Dev Lib Educativa rep picks up book orders Deadline June PEAU	28
29	30 HOLIDAY: Memorial Day	31 All employee farewell luncheon Report cards available in Edline after 4:00pm	26			<b>Pending</b> Alumni Chapel Wesleyan Women of Success Time Capsule





# June 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTE: This calendar is subject to change as approved by the Headmaster.			1	2	3	4
5	6 Medical Missions Trip	7 SAT	8	9	10	11 ACT
12	13	14	15	16	17	18
19	20	21	22	23 Libreria Educativa at WA-parents pick up pre-ordered books	24 Libreria Educativa at WA-book sale	25 PEAU
26	27	28	29	30		



# July 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
NOTE: This calendar is subject to change as approved by the Headmaster.					1	2
3	4 HOLIDAY: Independence Day	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25 HOLIDAY: PR Constitution	26 All staff returns to work	27	28	29	30
31						



TELNET TELECOMMUNICATIONS  
 VOICE > DATA > CCTV

**CONTRACT FOR SERVICES AND/OR PRODUCTS  
 FOR E-RATE YEAR 2013-2014**

The (Wesleyan Academy) ("The School") and (Telnet Telecommunications) ("Service Provider") sign this document for the purchase of eligible equipment and services as described on the attachment A described as Telnet Quote and attachment B described as list of locations to this letter as part of the E-Rate Year 2013-2014 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The purchase and providing of the eligible equipment and services described are expressly subject to, and conditioned on, satisfaction of all of the following conditions:

- (i) USAC approval of our request for funding through a formal Funding Commitment Decision Letter;
- (ii) Our formal acceptance of the USAC approved funding;
- (iii) Our formal approval and award of a detailed contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. The term of this contract shall commence on July 1, 2013 and shall terminate on June 30, 2014 for recurring services or on September 30, 2013 for non-recurring services. Total costs of the goods and services shall not exceed \$ 43,050.00 (SLD Pre-Discounted Amount).

Service Provider: **Telnet Telecommunications**

**Applicant Name:** Wesleyan Academy

SPIN: 143034452

Billed Entity Number: 200703

Signature: [Signature]

Signature: [Signature]

Printed Name: Miguel Mendez \_\_\_\_\_

Print Name: Isabel Robles

Title: President

Title: Development Coordinator

Date: 02/15/2013

Date: 2/15/2013